Exhibit A

QUESTAR GAS COMPANY

Interruptible Transportation Service Agreement

Date: July 19, 2001

Customer:

Magnesium Corporation of America

Service to be used at:

Rowley, Utab 84029

- 1. Customer applies to Questar Gas Company for interruptible transportation service under Company's IT tariff, subject to and in accordance with the IT rate schedule and all applicable definitions, terms and conditions of Company's tariff, which is on file with and approved by the Public Service Commission of Utah (PSC), as revised from time to time.
- 2. In consideration of the acceptance of this agreement by Company and the rendering of interruptible transportation service, Customer agrees to pay for such service in accordance with the definitions, terms and conditions and at the applicable rates for such service now in effect or as they may lawfully be amended or changed from time to time. Customer assumes responsibility for any sales, use or other taxes that may arise from the acquisition of its own gas supplies.
- 3. Service shall commence on or about the 1st day of August 2001, and shall continue through the 31st day of July , 2002. Service will continue from month to month thereafter unless terminated by either party upon 90 days' written notice. Customer understands that any imbalances at termination of this agreement will be treated as month-end imbalances and must be eliminated by the first "imbalance trading" period following termination of this agreement.

- 4. Customer's gas supply shall be delivered to Company at interconnect point(s) and a thermally equivalent volume adjusted for fuel reimbursement and balancing will be delivered to Customer's redelivery point(s).
- 5. The maximum daily contract limit is 27,000 Dth. The Company shall not be obligated to transport more than the daily contract limit or the Customer's daily nomination, whichever is less.
- 6. Customer grants Company permission to obtain measurement information from Customer's upstream pipeline concerning the volumes that have been delivered to Company on Customer's behalf.
- 7. Customer agrees to and shall permit Company, its agents or its employees to enter Customer's premises at all reasonable times for any and all purposes necessary or incident to the rendition of the services covered by this agreement.
- 8. Customer acknowledges that Company has provided Customer with PSC Tariff No. Utah 300, section V, VII, and VIII. Customer further acknowledges that it has read and is familiar with the provisions governing the remedies for imbalance, applicable administrative charges and fuel reimbursement.
- 9. This agreement suspersedes and replaces the previous IT agreement between the parties dated October 25, 1993.
- 10. Termination notice or other communications bearing upon the obligations of the parties shall be in writing and shall be sent by first class mail, postage prepaid, or personally delivered, as follows:

- a. If directed to Customer:
 Attn: Mr. Lee R. Brown
 Vice President; Contracts, Human Resources, Public & Government Affairs
 Magnesium Corporation of America
 238 North 2200 West
 Salt Lake City, UT 84116
- b. If directed to Company:
 Susan S, Davis
 Supervisor, Account Management
 Questar Gas Company
 P.O. Box 45360
 Salt Lake City, UT 84145-0360

A notice of mailing shall be effective when received, but in any event no later than three days following the date of mailing.

Title: Liee President

Date: 7/19/01

QUESTAR GAS COMPANY

Charles E. Greenhawt

Title: Manager, Retail Operations, Questar Gas Co.

Date: 7/20/01

Exhibit B

QUESTAR GAS COMPANY FT-2 FIRM TRANSPORTATION SERVICE AGREEMENT

Customer Name:

U.S. Magnesium 7677760000

Account Number:

Rowley, Utah 84029

Service Address: Mailing Address:

238 North 2200 West, Salt Lake City, UT 84116-2921

Service Initiation Date:

July 1, 2006

At the request of Customer, Questar Gas Company (Company) shall provide natural gas service at the above service address under the FT-2 Rate Schedule as set forth in Company's Natural Gas Tariff (Tariff) on file with the Public Service Commission of Utah (PSCU), and as may be amended.

Company and Customer agree as follows:

- In consideration of providing FT-2 Service, Customer agrees to pay for such service in accordance with the Tariff, including a minimum yearly distribution non-gas charge; an administrative charge, a monthly basic service fee, local charges, and state
- Customer's gas supply shall be delivered to Company at designated interconnect point(s). Thermally-equivalent gas supply, adjusted for fuel reimbursement and balancing, shall be delivered to Customer's designated redelivery point(s).
- The maximum daily contract limit is 8,000 Dth. Company shall only be obligated to transport the lesser of (a) the daily contract limit, (b) the Customer's gas supply nomination, or (c) the amount delivered to Companyon Customer's behalf by the upstream pipeline
- Customer grants Company permission to obtain measurement information from Customer's upstream pipeline concerning the volumes that have been delivered to Company on Customer's behalf.
- Service shall continue for one year from the above service initiation date. Written notice of termination may be given by either party 30 days prior to the end of the one year term. Absent termination by either party, this agreement continues on a monthto-month basis until cancelled with 30 days' advance written notice by either party. Any imbalances at termination will be treated as month-end imbalances and must be eliminated in accordance with the provisions of the Tariff.
- This Agreement shall be governed by and construed in accordance with Utah law, the Tariff and any applicable rules and regulations of the PSCU. In the event it becomes necessary for either party to enforce its rights under this Agreement, with or without litigation, the prevailing party shall be entitled to recover all reasonable expenses, including attorney fees and costs, arising out of the enforcement of its rights.
- Each person signing this Agreement warrants that the person has full legal capacity, power, and authority to execute this Agreement for and on behalf of the respective party and to bind such party.

U.S. MAGNESIUM

QUESTAR GAS COMPANY

Signature R. Brown
Name
Vice President
Title

Susan S. Davis Director_Marketing

Account Representative: Bruce Rickenbach

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